

Lincoln Police Department  
Thomas K. Casady, Chief of Police  
575 South 10th Street  
Lincoln, Nebraska 68508

402-441-7204  
fax: 402-441-8492



MAYOR COLEEN J. SENG

lincoln.ne.gov

May 15, 2006

Mayor Seng and City Council  
City of Lincoln  
City County Building  
Lincoln, NE


Mayor Seng and Members of the City Council:

An investigation has been made regarding the application of Christo's Pub, 100 North 12<sup>th</sup> Street requesting an addition to their current liquor license C-69550.

They have requested that a sidewalk café be added to the south side of the business. The sidewalk café will measure approximately 45 x 8 foot.

For Council's information, the owners of the business remain the same, and background information on the owners is on file.

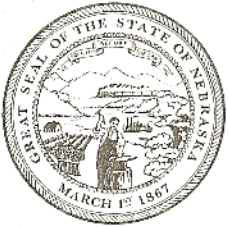
If this application is approved, it should be with the understanding that it conforms to all the rules and regulations of Lincoln, Lancaster County and the State of Nebraska.

  
THOMAS K. CASADY, Chief of Police



A nationally accredited law enforcement agency





*Russ*

FILED

*PH: 6/5/06*

STATE OF NEBRASKA

Dave Heineman  
Governor

APR 18 2006

CITY CLERK'S OFFICE  
LINCOLN, NEBRASKA

NEBRASKA LIQUOR CONTROL COMMISSION  
**Robert B. Rupe**  
Executive Director  
301 Centennial Mall South, 5th Floor  
P.O. Box 95046  
Lincoln, Nebraska 68509-5046  
Phone (402) 471-2571  
Fax (402) 471-2814  
TRS USER 800 833-7352 (TTY)  
web address: <http://www.lcc.ne.gov/>

April 13, 2006

Lincoln City Clerk  
555 S. 10<sup>th</sup> Street  
Lincoln, NE 68508

RE: Christo's Pub, Inc., DBA Christo's Pub, Liquor License #C-69550

The above referenced licensee has submitted a request for an addition to <sup>*100 No. 12<sup>th</sup>*</sup> **1200 "O" Street, Lincoln, NE 68508, known as Christo's Pub. Adding sidewalk café approx. 45' X 8' on south side of building.**

Please present this request to your board and send us the results of that action.

Sincerely,

*A6-049036*  
*77*

NEBRASKA LIQUOR CONTROL COMMISSION

Katie Lanning  
Licensing Division

kl

cc: file

Rhonda R. Flower  
Commissioner

Bob Logsdon  
Chairman

R.L. (Dick) Coyne  
Commissioner

An Equal Opportunity/Affirmative Action Employer

Printed with soy ink on recycled paper

PLEASE COMPLETE AND RETURN TO:  
NE LIQUOR CONTROL COMMISSION  
PO BOX 95046  
LINCOLN, NE 68509-5046

FEE OF \$45.00 REQUIRED

RECEIVED

APR 11 2006

NEBRASKA LIQUOR  
CONTROL COMMISSION

LICENSEE'S NAME: Christo's Pub INC Randy Christo  
TRADE NAME: Christo's pub  
PREMISE ADDRESS: 1200 "O" ST  
CITY/COUNTY: City Lincoln 68508  
LICENSE NUMBER: 69550 TELEPHONE: 402-649-0223 or 435-3358

PLEASE CHECK ONE OF THE FOLLOW

☒ ADDITION/ RECONSTRUCTION ☐ CHANGE OF LOCATION ☐ DELETION

☐ CHANGE OF LOCATION (this application will not be accepted if the license is moving into another jurisdiction)

Address From: \_\_\_\_\_  
Indicate local governing body jurisdiction; city or county \_\_\_\_\_

Address To : \_\_\_\_\_  
Indicate local governing body jurisdiction; city or county \_\_\_\_\_

- 1) INCLUDE A SKETCH OF THE PROPOSED AREA TO BE LICENSED (8½ x 11 PAPER - BLUEPRINTS NOT ACCEPTED) INDICATE THE DIMENSIONS OF THE AREA TO BE LICENSED AND THE DIRECTION 'NORTH' ON THE SKETCH
- 2) SUBMIT A COPY OF YOUR LEASE OR DEED DEMONSTRATING OWNERSHIP
- 3) IF YOU DO NOT KNOW WHAT JURISDICTION YOU ARE LOCATED IN, CALL THE CITY OF COUNTY CLERK
- 4) IN ORDER TO CLARIFY YOUR CHANGES, AN ATTACHED EXPLANATION IS ALWAYS WELCOME

AFFIDAVIT

THE ABOVE REFERENCE REQUEST, AS FILED, WILL COMPLY WITH THE RULES AND REGULATIONS OF THE NEBRASKA LIQUOR CONTROL ACT.

Randy Christo  
SIGNATURE OF LICENSEE

SUBSCRIBED IN MY PRESENCE AND FIRST DULY SWORN TO BEFORE ME ON THIS 11<sup>th</sup> DAY OF April, 2006.

Margaret I. Frankforter  
NOTARY PUBLIC'S SIGNATURE & SEAL



FORM 35-4179

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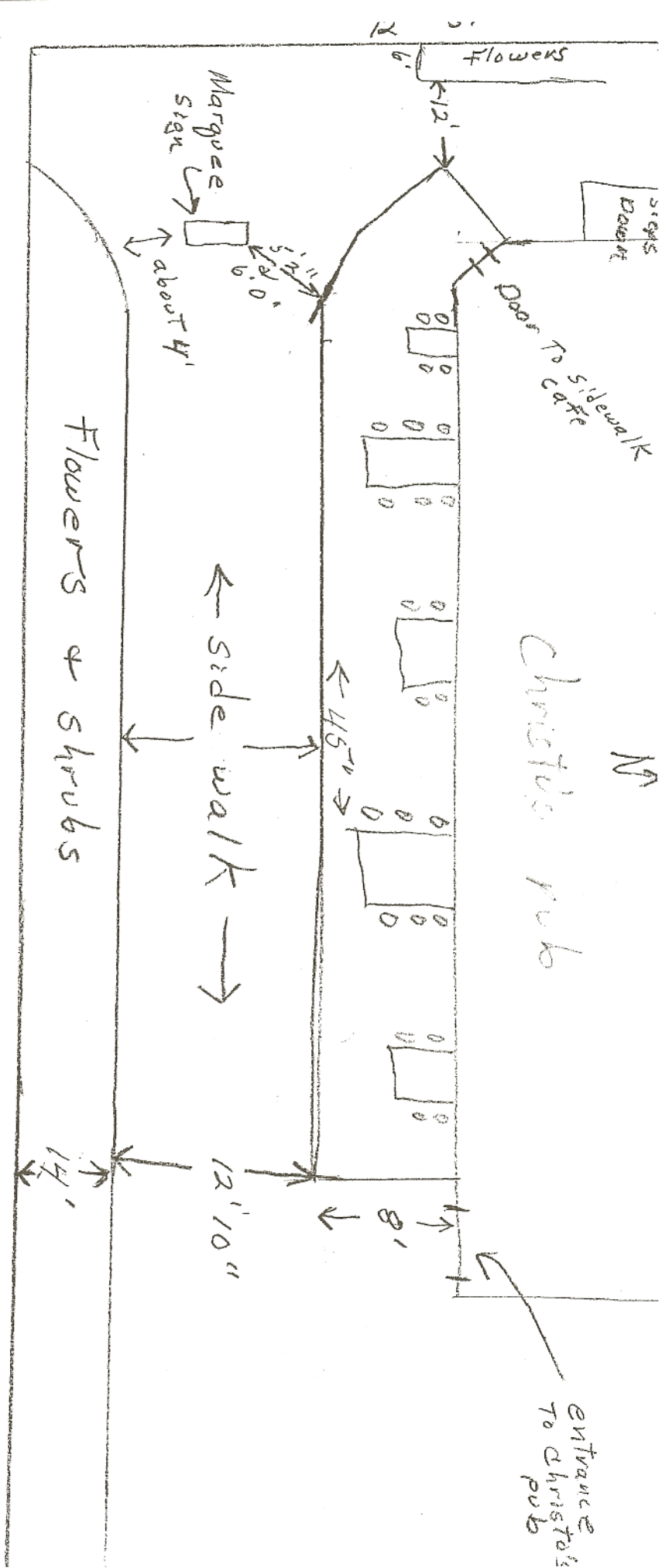
front  
of



## Outdoor Dining

5/8/06





Memorandum of Agreement

This memorandum shall confirm that Randy Christo, dba Christo's Pub, has received approval to operate a sidewalk café adjacent to the CenterStone Condominiums along the north side of "O" Street and east of 12<sup>th</sup>, adjacent to Christo's Pub, in accordance with the architectural drawing dated 02-08-2006.

A fully executed document entitled "Sidewalk Café Approval and Consent" dated March 30, 2006, grants approval based on the conditions outlined therein. This memorandum does not amend or replace the "Sidewalk Café Approval and Consent" which has been duly executed by Randy Christo, the CenterStone Condominium Association on behalf of the members in the association, and Historic Equities Ltd Partnership, as the owner of CenterStone Condominium Unit 102 (1200 "O" St.).

Dated this 10<sup>th</sup> day of April, 2006.

  
James E. Arter  
President, The Arter Group,  
As Managing Agent for  
Historic Equities and CenterStone Condominium Association Inc.

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APR 11 2006

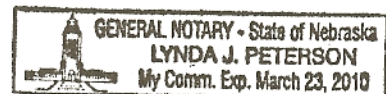
NEBRASKA LIQUOR  
CONTROL COMMISSION

State of Nebraska    }  
                              }  
County of Lancaster }

Subscribed and sworn to before me this 10<sup>th</sup> day of April, 2006,  
by James E. Arter.



Notary Public



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APR 11 2006

**Sidewalk Café Consent and Approval**

NEBRASKA LIQUOR  
CONTROL COMMISSION

Randy Christo, an individual doing business as Christo's Pub ("Christo") is the assignee of a Lease dated May 17, 2002 ("Lease") between Historic Equities Ltd. Partnership ("Landlord") and B. Christensen Enterprises LLC (Tenant) for the real estate legally described as Unit 102 of the CenterStone Condominium, and commonly known as 100 North 12<sup>th</sup> Street, Lincoln, Nebraska (the "Premises"). Christo has applied for a permit with the City of Lincoln ("City") to operate a sidewalk café as described in Chapter 14.50 of the Municipal Code on City right of way adjacent to the Premises along "O" Street.

Subject to the terms and conditions of this Consent and Approval ("Agreement") Landlord consents and approves of the permit applied for by Christo as required by the application submitted to the City. Further, Landlord obtained the consent and approval of the CenterStone Condominium Association ("Association") as indicated by its signature below to confirm and provide for Association's interest, if any, in the sidewalk and right of way as a common area interest.

As reflected in the above recitals, Landlord and Association consent to and approve Christo's application to the City for the use of the sidewalk adjacent to the Premises as a sidewalk café subject to the following;

1. All requirements, approvals, bonds, insurance, applicable regulations or ordinances, and any other requirement of City and any other agencies having jurisdiction, shall be met and maintained by Christo at all times. Historic Equities and the Association are to be named as additional insureds on a public liability policy extending to the permitted sidewalk café area in the amounts currently required by the Lease, the Bylaws of the Association relating to the use of commons or the amounts required by City, whichever is greater.
2. The area to be used for sidewalk café purposes, as delineated on the drawing dated 02-08-2006 ("Plan") and incorporated by this reference, shall be constructed of brass rail and glass materials to match the existing basement level entrance on 12<sup>th</sup> Street.
3. The sidewalk café area, railings, furniture and other appurtenances shall be maintained in a clean, usable and orderly condition acceptable at all times as determined by Association, including snow removal and regular washing as needed. Litter and cigarette butts will be picked up on a continuous basis as needed to maintain an attractive appearance even when not in use.



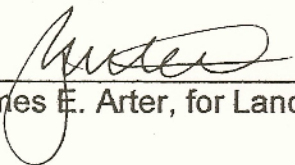
4. No outdoor loudspeakers or sound amplification are permitted; however, a television may be used during any televised University of Nebraska football game so long as the volume is kept at an acceptable level as determined by Association.
5. All furnishings to be used for the sidewalk café shall be approved in advance by Association.
6. Additional signage consisting of Christo's business logo is permitted in two locations as depicted on the Plan, so long as City approves such additional signage.
7. Upon termination of the sidewalk café license issued by City ("License") all improvements shall be removed by Christo at Christo's sole expense and the area will be returned to its original condition.
8. No additional rent or other consideration is due to Landlord or Association under the terms of this Agreement. The restrictions and provisions of the Lease shall apply to the sidewalk café area and operations so long as it is operated by Christo and shall be deemed to be a part of the Premises. All obligations created by City, Association and Landlord for the use and licensing of the sidewalk café are the personal obligation of Christo, and not a modification to the Lease.
9. Landlord permits the installation of an exit door on the corner of 12<sup>th</sup> and "O" Street, at Christo's expense, as shown on the Plan, and agrees to provide Christo with any available doors and hardware in Landlord's possession which were removed from that location by the previous tenant, for Christo's use in restoring the former exterior opening. Landlord reserves the right to approve the construction details of any such installation that may arise.
10. As required by City, the hours of operation of the sidewalk café shall be limited to the hours of Christo's Pub food service kitchen, but are generally intended to be from 11 AM to 10 PM. Anyone occupying the sidewalk café area outside the regular hours of operation shall be considered an invitee of Christo, whether actually invited or not.
11. The Association or Landlord may impose reasonable rules for the use and operation of the sidewalk café as long as at least 10 days notice is provided to Christo prior to their enforcement.
12. Christo agrees to defend and shall hold the Association and Landlord harmless from any claim, loss or damage arising from the construction, use or operation of the sidewalk café.

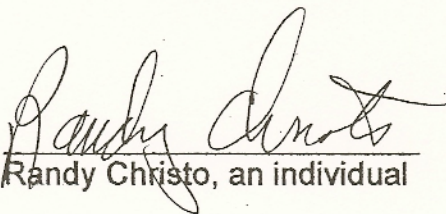


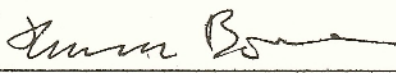
13. Upon termination or revocation of any license or permit issued by City, or upon termination or any declaration of default of Lease, this approval is automatically revoked without separate notice.

14. In the event Christo purchases and becomes the owner of Unit 102, CenterStone, and Landlord is no longer a party to a Lease, then this Agreement shall inure solely to the benefit of the Association, and shall survive the sale or transfer of the Unit or the termination of the Lease.

This Sidewalk Café Consent and Approval (Agreement) is dated for reference purposes, this 30<sup>th</sup> day of March, 2006.

  
James E. Arter, for Landlord

  
Randy Christo, an individual

  
Authorized individual, for the Association

THOMAS BOUSE SECRETARY CENTERSTONE CONDOMINIUM ASSOCIATION, INC.